

NOTE CHANGES MADE BY COURT

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

VINCENT BONILLA,  
Plaintiff,

vs.

CITY OF LOS ANGELES, et al.,  
Defendants.

Case No. 2:15-cv-03932-CBM-SS

**PROTECTIVE ORDER**

**1. INTRODUCTION**

**a. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of items defendants allege are confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does

1 not confer blanket protections on all disclosures or responses to discovery and that the  
2 protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable legal  
4 principles. The parties further acknowledge, as set forth in Section 11.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information under  
6 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
7 standards that will be applied when a party seeks permission from the court to file  
8 material under seal.

9  
10 b. GOOD CAUSE STATEMENT

11 Plaintiff Vincent Bonilla, by and through his Counsel of Record, Defendants City  
12 of Los Angeles, Aron Algren, Joshua Arias, Thomas Call, and Jeffri Norat, by and  
13 through their Counsel of Record, conferred regarding the production of various  
14 documents. These include documents defendants contend are confidential and to be kept  
15 private:

16 (1) Personnel Documents: any Complaints of Excessive Force and Discipline for  
17 Excessive Force (5 Years) with respect to Officer Aron Algren, and

18 (2) Force Investigation Division (FID) Report regarding the force used against  
19 Plaintiff, Vincent Bonilla, except for any documents contained in the FID Report  
20 which, on their own, are not confidential documents, e.g. the arrest report, the 51.7  
21 form, among others.

22 Defendants contend the Force Investigation Division of the Los Angeles Police  
23 Department and the Internal Affairs and/or Complaint Investigators conduct internal  
24 administrative investigations of categorical officer-involved uses of force and internal  
25 complaints and external citizen complaints of police misconduct. In this above-captioned  
26 matter an FID Investigation was conducted. Defendants contend that a Protective Order  
27 is appropriate for the following Good Cause reasons:  
28

1 Once completed, an FID report and/or Personnel Complaint Investigation is  
2 prepared. Such reports are reviewed by appropriate command officers in the Department  
3 and by the Board of Police Commissioners. This review has several purposes: (1) to  
4 determine whether the involved officers violated any Department policies or procedures;  
5 (2) to determine whether administrative discipline and/or retraining of the involved  
6 officers is necessary; (3) to ascertain if police policies and procedures in such areas as  
7 supervision, training, tactics, policies, etc.; should be modified. In sum, FID reports  
8 and/or Personnel Complaint Investigations are an essential aid to providing critical self-  
9 evaluation of Department officers and policies and to determine the most effective way  
10 to serve the citizens of Los Angeles.

11 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
12 of disputes over confidentiality of discovery materials, to adequately protect information  
13 the parties are entitled to keep confidential, to ensure that the parties are permitted  
14 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
15 to address their handling at the end of the litigation, and serve the ends of justice, a  
16 protective order for such information is justified in this matter. It is the intent of the  
17 parties that information will not be designated as confidential for tactical reasons and that  
18 nothing be so designated without a good faith belief that it has been maintained in a  
19 confidential, non-public manner, and there is good cause why it should not be part of the  
20 public record of this case.

21  
22 2. DEFINITIONS

23 2.1 Action: This pending lawsuit, *Bonilla v. City of Los Angeles*, 2:15-cv-03932-CBM-  
24 SS

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
26 information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
28

1 generated, stored or maintained) or tangible things that qualify for protection under  
2 Federal Rule of Civil Procedure 26(c), as specified above in the Good Cause  
3 Statement.

4 2.4 Counsel: Counsel of Record and their support staff.

5 2.5 Designating Party: a Party or Non-Party that designates information or items that  
6 it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

7 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
8 medium or manner in which it is generated, stored, or maintained (including,  
9 among other things, testimony, transcripts, and tangible things), that are produced  
10 or generated in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to  
12 the litigation who has been retained by a Party or its counsel to serve as an expert  
13 witness or as a consultant in this Action.

14 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
15 entity not named as a Party to this action.

16 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this  
17 Action but are retained to represent or advise a party to this Action and have  
18 appeared in this Action on behalf of that party or are affiliated with a law firm  
19 which has appeared on behalf of that party, and includes support staff.

20 2.10 Party: any party to this Action, including all of its officers, directors, employees,  
21 consultants, retained experts, and Outside Counsel of Record (and their support  
22 staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this Action.

25 2.12 Professional Vendors: persons or entities that provide litigation support services  
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
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1 and organizing, storing, or retrieving data in any form or medium) and their  
2 employees and subcontractors.

3 **2.13 Protected Material:**

4 A) Personnel Documents regarding the subject matters of: 1) Excessive  
5 Force; 2) Disciplinary Actions; 3) Disciplinary Investigations; 4)  
6 Disciplinary Recommendations; and 5) Reprimands for the past five (5)  
7 years as follows:

8 a. Internal Affairs Investigations of Complaints of Excessive  
9 Force for the past five (5) years with the understanding that any and all  
10 documents, summaries, Officer Statements and/or writings created during  
11 the above-listed Complaints, whether recorded or transcribed are protected;

12 b. Any records revealing the result(s) of the use of forces  
13 described above within the past five (5) years;

14 c. Any records of re-training regarding the uses of force described  
15 above;

16 d. Any records of disciplinary action within the past five (5) years  
17 for uses of force described above.

18 B) Force Investigation Division Reports re: Plaintiff Vincent Bonilla, as  
19 follows, except for any documents contained in the FID Report which, on  
20 their own, are not confidential documents, e.g. the arrest report, the 51.7  
21 form, among others:

22 a. Force Investigation Division Investigation Records;

23 b. Any and all documents, interviews, Officer Statements and/or  
24 writings created during such Investigation, which include, but are not  
25 limited to, the following:

26 Force Investigation Division Records  
27  
28



- Interviews;
- Officer Statements, whether written or recorded;
- Legend w/diagram;
- Pictures - Which coincide with an Officer(s) compelled statement which were intended to reflect the Officer's stated or perception of events;
- Investigative Internal Narrative Memoranda;
- All addenda

This also includes other materials later agreed-upon and/or ordered by the Court to be designated as Protected Material under this Protective Order

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

Should any Protected Material become part of the public record at trial or otherwise (such as a where the Court denies the request to file under seal), this Protective Order shall no longer apply to such material with the exception that such material must still be returned in compliance with Section 12: Final Disposition.

1 Should any portion of the Protected Material remain confidential until trial, during  
2 any portion of the trial of this action which could entail the discussion or disclosure of  
3 Confidential Information, that Defendants may request the opportunity to show good  
4 cause to the Court as to why access to the courtroom should be limited to parties, their  
5 counsel and other designated representative, experts or consultants who agreed to be  
6 bound by this stipulation/protective order, and court personnel.

7 For all portions of the Protected Material which remain confidential, after final  
8 disposition, the confidentiality obligations by this Order shall remain in effect. *See*  
9 *except as modified by* *LC 79-7.1*

10 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
11 defenses in this Action, with or without prejudice; and (2) final judgment herein after the  
12 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
13 Action, including the time limits for filing any motions or applications for extension of  
14 time pursuant to applicable law. *89*

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that qualifies  
19 under the appropriate standards. The Designating Party must designate for protection only  
20 those parts of material, documents, items, or oral or written communications that qualify  
21 so that other portions of the material, documents, items, or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of this Order.  
23 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
24 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
25 unnecessarily encumber the case development process or to impose unnecessary expenses  
26 and burdens on other parties) may expose the Designating Party to sanctions.  
27  
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1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 **5.2 Manner and Timing of Designations.**

5 Designating the Protected Material listed above shall be accomplished by affixing  
6 to such document or writing a legend, such as "Confidential," "Confidential Documents,"  
7 "Confidential Material Subject to Protective Order" or words of similar effect with  
8 corresponding case number. The documents and writings so designated, and all  
9 information derived therefrom shall be treated in accordance with the terms of this  
10 stipulation/protective order. Any party stamping any of the Confidential Materials may  
11 not stamp the records in such a way as to make any written portion of the records  
12 illegible. The documents must remain completely legible. If only a portion or portions  
13 of the material on a page qualifies for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

15  
16 For testimony given in deposition, the Designating Party must so identify it before  
17 the close of the deposition.

18 **5.3 Inadvertent Failures to Designate.**

19 If timely corrected, an inadvertent failure to designate qualified information or  
20 items does not, standing alone, waive the Designating Party's right to secure protection  
21 under this Order for such material. Upon timely correction of a designation, the Receiving  
22 Party must make reasonable efforts to assure that the material is treated in accordance  
23 with the provisions of this Order.

24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 **6.1 Timing of Challenges.**

26 Any Party or Non-Party may challenge a designation of confidentiality at any time  
27 that is consistent with the Court's Scheduling Order.  
28



1           6.2   Meet and Confer.

2           The Challenging Party shall initiate the dispute resolution process under Local  
3 Rule 37.1 et seq.

4           6.3   Burden of Persuasion

5           The burden of persuasion in any such challenge proceeding shall be on the  
6 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
7 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
8 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
9 the confidentiality designation, all parties shall continue to afford the material in question  
10 the level of protection to which it is entitled under the Producing Party's designation until  
11 the Court rules on the challenge.

12           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

13           7.1   Basic Principles.

14           A Receiving Party may use Protected Material that is disclosed or produced by  
15 another Party or by a Non-Party in connection with this Action only for prosecuting,  
16 defending, or attempting to settle this Action. Such Protected Material may be disclosed  
17 only to the categories of persons and under the conditions described in this Order. When  
18 the Action has been terminated, a Receiving Party must comply with the provisions of  
19 section 12 below (FINAL DISPOSITION).

20           Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23           7.2   Disclosure of "CONFIDENTIAL" Information or Items.

24           Unless otherwise ordered by the court or permitted in writing by the Designating  
25 Party, a Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:  
27  
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1 (a) the Receiving Party's Counsel of Record in this Action, as well as employees  
2 of said Counsel of Record to whom it is reasonably necessary to disclose the  
3 information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
7 is reasonably necessary for this Action and who have signed the "Acknowledgment  
8 and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
12 whom disclosure is reasonably necessary for this Action and who have signed the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a custodian  
15 or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
17 to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
19 will not be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
21 agreed by the Designating Party or ordered by the court. Pages of transcribed  
22 deposition testimony or exhibits to depositions that reveal Protected Material may  
23 be separately bound by the court reporter and may not be disclosed to anyone  
24 except as permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the parties engaged in settlement discussions.  
27  
28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that  
4 compels disclosure of any information or items designated in this Action as  
5 "CONFIDENTIAL," that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include  
7 a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue  
9 in the other litigation that some or all of the material covered by the subpoena or  
10 order is subject to this Protective Order. Such notification shall include a copy of  
11 this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
13 Designating Party whose Protected Material may be affected.  
14

15 If the Designating Party timely seeks a protective order, the Party served with the  
16 subpoena or court order shall not produce any information designated in this action as  
17 "CONFIDENTIAL" before a determination by the court from which the subpoena or  
18 order issued, unless the Party has obtained the Designating Party's permission. The  
19 Designating Party shall bear the burden and expense of seeking protection in that court  
20 of its confidential material and nothing in these provisions should be construed as  
21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
22 from another court.

23 9. UNAUTHORIZED DISCLOSURE OR PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
27 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
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1 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
2 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
3 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
4 that is attached hereto as Exhibit A.

5 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
8 produced material is subject to a claim of privilege or other protection, the obligations of  
9 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
10 This provision is not intended to modify whatever procedure may be established in an  
11 e-discovery order that provides for production without prior privilege review. Pursuant  
12 to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on  
13 the effect of disclosure of a communication or information covered by the attorney-client  
14 privilege or work product protection, the parties may incorporate their agreement in the  
15 stipulated protective order submitted to the court.  
16

17 11. MISCELLANEOUS

18 11.1 Right to Further Relief.

19 Nothing in this Order abridges the right of any person to seek its modification by  
20 the Court in the future.

21 11.2 Right to Assert Other Objections.

22 By stipulating to the entry of this Protective Order no Party waives any right it  
23 otherwise would have to object to disclosing or producing any information or item on any  
24 ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
25 right to object on any ground to use in evidence of any of the material covered by this  
26 Protective Order.

27 11.3 Filing Protected Material.  
28



1 A Party that seeks to file under seal any Protected Material must comply with Civil  
2 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order  
3 authorizing the sealing of the specific Protected Material at issue. If a Party's request to  
4 file Protected Material under seal is denied by the court, then the Receiving Party may file  
5 the information in the public record unless otherwise instructed by the court.

6 **12. FINAL DISPOSITION**

7 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
8 of a written request by the Designating Party, each Receiving Party must return all  
9 Protected Material to the Producing Party or destroy such material. As used in this  
10 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
11 summaries, and any other format reproducing or capturing any of the Protected Material.  
12 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
13 a written certification to the Producing Party (and, if not the same person or entity, to the  
14 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
15 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that  
16 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
17 any other format reproducing or capturing any of the Protected Material.

18  
19 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
20 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
22 consultant and expert work product, even if such materials contain Protected Material.  
23 Any such archival copies that contain or constitute Protected Material remain subject to  
24 this Protective Order as set forth in Section 4 (DURATION).

25 //

26 //

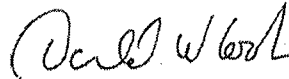
13. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: April 21, 2016

**LAW OFFICES PETER GOLDSTEIN**  
**DONALD W. COOK, Attorney at Law**  
Attorneys for Plaintiff

By



Donald W. Cook

DATED: April 21, 2016

**MICHAEL N. FEUER, City Attorney**  
**THOMAS H. PETERS, Chief Assistant City Attorney**  
**CORY M. BRENT, Supervising City Attorney**  
Attorneys for Defendants


By



Christian R. Bojorquez  
Deputy City Attorney

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 4/26/16



**HONORABLE SUZANNE SEGAL**  
United States Magistrate Judge

**Exhibit A**

I, \_\_\_\_\_, understand that I am being given access to Protected Material pursuant to the foregoing protective order. I have read the Protective Order and agree to be bound by its terms with respect to the handling, use and disclosure of such Protected Material.

Dated: \_\_\_\_\_